

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000281473
Eastern Book Company
55 Bradley Lane
Westbrook ME 04902
United States

Contract ID 000000000000000000021093		Page 1 of 5
Contract Dates 01/01/2012 to 12/31/2012		Origin CPS
Description: CPS-BOOKS LIBRARY SCHOOL ETC		Contract Maximum \$9,999,999.00
Buyer Name Wortman,Linda	Buyer Phone 828-5684	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	5055	BOOKS, TRADE PUBLICATIONS CLOTH BINDING - PUBLISHER'S STANDARD BINDING, HARD COVER. (PUBLISHER TRADE DISCOUNTED)			0.00	0.00
		33% DISCOUNT				
2	5056	BOOKS, TRADE PUBLICATIONS LIBRARY BINDING - REINFORCED BINDING, HARDCOVER, SHALL INCLUDE JUVENILE PUBLICATIONS WITH LIBRARY BINDING/ LIBRARY BOUND EDITIONS, AND SINGLE BINDING.			0.00	0.00
		5% DISCOUNT				
3	5057	BOOKS, TRADE PUBLICATIONS PAPERBACKS, QUALITY (PUBLISHER TRADE DISCOUNTED PAPERBACK).			0.00	0.00
		10% DISCOUNT				
4	5060	BOOKS, NON-TRADE PUBLICATIONS CLOTH BINDING - PUBLISHER'S STANDARD BINDING, HARDCOVER.			0.00	0.00
		5-16% DISCOUNT INCLUDES UNIVERSITY PRESSES SCI-TECH PUBLISHERS ALLIED HEALTH PUBLISHERS 5% DISCOUNT PUBLISHERS				
5	5061	BOOKS, NON-TRADE PUBLICATIONS LIBRARY BINDING - REINFORCED BINDING, HARDCOVER, SHALL INCLUDE JUVENILE PUBLICATIONS WITH LIBRARY BINDING/ LIBRARY BOUND EDITIONS AND SINGLE BINDINGS.			0.00	0.00
		5-16% DISCOUNT INCLUDES UNIVERSITY PRESSES SCI-TECH PUBLISHERS ALLIED HEALTH PUBLISHERS 5% DISCOUNT PUBLISHERS				
6	5062	BOOKS, NON-TRADE PUBLICATIONS PAPERBACKS, QUALITY.			0.00	0.00
		5-16% DISCOUNT INCLUDES UNIVERSITY PRESSES SCI-TECH PUBLISHERS ALLIED HEALTH PUBLISHERS 5% DISCOUNT PUBLISHERS				

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7	5063	NON-TRADE PUBLICATIONS PAPERBACKS, MASS MARKET			0.00	0.00

5-16% DISCOUNT
INCLUDES UNIVERSITY PRESSES
SCI-TECH PUBLISHERS
ALLIED HEALTH PUBLISHERS
5% DISCOUNT PUBLISHERS

8		OTHER SERVICES	EA	0.00001	0.00	0.00
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KAPCO: \$2.50
VINABIND: \$5.95
TEXTMOUNT: \$6.75
WERT PICTURE BINDING: \$7.75
MYLAR DUST JACKET: \$1.00
ALL BINDINGS ARE ACID FREE
PROPERTY STAMP, DATE DUE SLIP, POCKETS \$0.25 EACH
TATTLETAPE SECURITY STRIP: \$0.50
SPINE LABEL PROMPT CAT/SPINE LABEL MARCIVE PROVIDED \$0.50

ELECTRONIC ORDERING VIA INTERNET: NO CHARGE
NON-INTERNET COMPUTER BASED (PC ONLY): NO CHARGE
MARC RECORD LABEL: \$1.00
PROMPTCAT INVOICING: NO CHARGE
ELECTRONIC INVOICING: NO CHARGE

9	5072	MACHINE READABLE CATALOGING (MARC)	EA	0.00100	0.00	0.00
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CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE MONTHS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL TWELVE MONTH PERIODS UNDER MUTAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL

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ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

EDITIONS: UNLESS OTHERWISE SPECIFIED IN ORDERS, THE LATEST EDITIONS SHALL BE SUPPLIED.

SPECIAL EDITIONS: WHEN A TITLE IS PUBLISHED BY TWO OR MORE DIFFERENT PUBLISHERS THE ORDERING INSTITUTION RESERVES THE RIGHT TO ORDER THE EDITION REQUIRED.

BACKORDERING: BACKORDERING SHALL BE PERMISSIBLE ONLY WHEN AUTHORIZED BY THE ORDERING INSTITUTION. IN GENERAL, WHERE BACKORDERING IS AUTHORIZED, CONTRACTOR SHOULD BE ABLE TO COMPLETE ORDERS WITHIN THE FOLLOWING TIMEFRAME.

ACADEMIC LIBRARIES WITHIN 180 DAYS AFTER RECEIPT OF ORDER
SCHOOL LIBRARIES WITHIN 90 DAYS AFTER RECEIPT OF AN ORDER
PUBLIC LIBRARIES WITHIN 120 DAYS AFTER RECEIPT OF ORDER

STATUS REPORTS: ON ALL TITLE ORDERS AND NOT SHIPPED SHALL BE SUBMITTED TO THE ORDERING INSTITUTION WITHIN 60 DAYS. ORDERS NOT RECEIVED AFTER 180 DAYS WILL BE CANCELLED.

SUBSTITUTIONS: SUBSTITUTIONS AND/OR ADDITIONAL OF TITLES OR EDITIONS SHALL NOT BE PERMITTED EXCEPT WITHOUT EXPRESS WRITTEN PERMISSION OF THE ORDERING INSTITUTIONS. ALL SUCH SUBSTITUTIONS AND/OR ADDITIONS WILL BE RETURNED TO THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL BE EXPECTED TO FURNISH THE TOTAL NUMBER OF COPIES OF ANY ONE INDIVIDUAL TITLE IN ONE SHIPMENT, UNLESS ACCOMPANIED BY AN EXPLANATION AND INDICATION OF WHEN THE BALANCE WILL BE SHIPPED. CONTRACTOR SHALL ALSO BE EXPECTED TO FILL AN ORDER FOR MULTI-VOLUME SET IN ONE SHIPMENT, UNLESS CERTAIN VOLUMES ARE NOT AVAILABLE AND ARE SO REPORTED. ORDERING INSTITUTIONS SHALL NOT ASSUME RESPONSIBILITY FOR LOSSES IN TRANSIT.

CONDITION OF BOOKS: DEFECTIVE COPIES OF BOOKS (IN BINDING, PAGINATION OR OTHERWISE) SHALL BE RETURNED AT THE CONTRACTOR'S EXPENSE. THE ORDERING INSTITUTION SHALL NOT ASSUME RESPONSIBILITY FOR LOSSES IN TRANSIT.

PACKING SLIPS AND INVOICES: A LEGIBLE PACKING SLIP, INVOICE AND/OR PURCHASE ORDER COPY MUST ACCOMPANY EACH SHIPMENT. CARTONS CONTAINING PACKING SLIP AND/OR INVOICE MUST BE SO MARKED. TITLES ON INVOICES MUST BE LISTED AS SHOWN ON THE ORIGINAL ORDER AND CONTAIN LIST PRICES, PERCENTAGE DISCOUNT OR SERVICE CHARGE, AND NET PRICE OF EACH BOOK. ANY ADDITIONAL CHARGE FOR NET PUBLICATIONS OVER AND ABOVE THE PUBLISHER'S LIST PRICE MUST BE ENUMERATED SEPARATELY ON THE INVOICE. THE INVOICE FOR THE FIRST SHIPMENT MUST CARRY A LISTING OF TITLES OUT OF PRINT (OP), TEMPORARILY OUT OF STOCK (OS), TITLES THAT ARE OUT OF STOCK INDEFINITELY (OI), OR NOT YET PUBLISHED (NYP), ETC. WHEN REPORTING BOOK(S) TEMPORARILY OUT OF STOCK AND TITLES NOT TO BE SUPPLIED FOR ANY OTHER REASON. ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECT TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES. THE CONTRACTOR SHALL INVOICE ALL PURCHASES DIRECTLY TO THE ORDERING INSTITUTION OR AGENCY.

MINIMUM ORDER: MINIMUM ORDER FOR EACH (SINGLE) DESTINATION WILL BE ONE (1) BOOK.

EXTENSION OF PRICES AND SPECIAL PROVISIONS: TAX-SUPPORTED LIBRARIES, LOCAL LIBRARIES SERVICE THE PUBLIC, POST-SECONDARY, SECONDARY AND ELEMENTARY EDUCATIONAL INSTITUTIONS MAY PARTICIPATE IN THIS CONTRACT.

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CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE

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CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.						

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR BOOKS, LIBRARY SCHOOL ETC. ISSUED OCTOBER 24, 2011 AND VENDOR'S RESPONSE DATED OCTOBER 28, 2011.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN
ASSISTANT PURCHASING AGENT
802-828-5684
FAX 802-828-1075
linda.wortman@state.vt.us

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____